

110106

BOOK 120 PAGE 678

FILED FOR RECORD  
SKAMANIA CO. WASH.BY *Col. River Gorge**Natl. Scenic Area*

SEP 20 3 48 PM '90

*P. Lowry*  
AUDITOR

GARY H. OLSON

COLUMBIA RIVER GORGE NATIONAL SCENIC AREA  
EASEMENT DEED

THIS EASEMENT DEED made this 13<sup>th</sup> day of September, 1990, by and between NORRIS J. JOHNSON AND CARMEN J. JOHNSON, husband and wife, (hereinafter called the GRANTOR), and the UNITED STATES OF AMERICA, (hereinafter called the UNITED STATES), by and through the Forest Service, Department of Agriculture.

WHEREAS, Public Law 99-663 (100 STAT. 4274), hereinafter the "Act", established the Columbia River Gorge National Scenic Area in order to protect and provide for the enhancement of scenic, cultural, recreational, and natural resources of the Columbia River Gorge, and

WHEREAS, the Secretary of Agriculture, acting by and through the Forest Service, is directed by the Act to administer as a national resource the lands and waters within the said scenic area, and is authorized by section 9 of the Act to acquire private lands and interests in lands to achieve the purposes of the Act; and

WHEREAS, the Grantor is owner of a certain tract of land lying within the boundaries of the Columbia River Gorge National Scenic Area, and

WHEREAS, the Grantor and United States mutually agree that the purpose of this easement is to retain the regular existing uses being made of each parcel of the property at the time of this conveyance, plus those additional rights expressly reserved herein.

NOW THEREFORE, the Grantor, for and in consideration of \$168,000 (ONE HUNDRED SIXTY EIGHT THOUSAND DOLLARS) and other valuable consideration including the covenants contained herein, do hereby grant and convey unto the United States and its successors or assigns, with general warranty of title, a perpetual estate and easement comprising all right, title and interest in the lands described in Part I (hereinafter the "Property") except those rights and interests as specifically reserved to the Grantor in Part II. The restrictions and covenants contained in this instrument shall constitute a perpetual servitude on and run with the property. The Grantors covenant with the United States on behalf of themselves and their heirs, successors and assigns, to do and refrain from doing, severally and collectively, upon the property, the various acts hereinafter mentioned, it being hereby agreed that the conformance with the herein contained terms and conditions is and will be for the benefit of the said Columbia River Gorge National Scenic Area so as to help accomplish the purposes for which the Area has been established by Public Law 99-663.

1 of 5

Registered P  
Indexed P  
Abstract P  
Filed 9-21-90  
Noted

13832

REAL ESTATE EXCISE TAX

SEP 21 1990

PAID ExemptJW Deputy  
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor  
By: JH Parcel #01 05 10 00/201 00  
9-20-90

Part I - Property Description

T. 1 N., R. 5 E., W.M.

Sec. 10, Lot 1 and the SW1/4SW1/4.

EXCEPTING THEREFROM that portion lying Northwesterly of Cape Horn Depot County Road, ALSO EXCEPTING THEREFROM that portion conveyed to the Portland and Seattle Railway Company by Deed recorded November 22, 1905, in Book I, page 270, Skamania County Deed Records.

Part II - Reservations of Rights by Grantor

All right, title and interest in property is vested in the United States except that specifically and expressly reserved unto the Grantor. The rights reserved with associated terms and conditions are as follows:

A. Record title to the Property.

B. The present pre-existing regular uses of the property, including ownership and continued agricultural, being 61 acres in farmland and woodlot and 5 acres in homesite and farm associated outbuildings. At the time of this easement, it is acknowledged the existing barn will be replaced, substantially in kind. The agricultural land and the barn with associated facilities are to be utilized for the raising of horses, cows, and or hay.

C. The existing residence may be remodeled or replaced on the same foundation but shall not exceed 2200 square feet as measured by external dimensions and shall be limited to two stories not exceeding 24 feet in height, of the same architectural design, and in the same location. The existing structures may be remodeled, repaired or replaced as long as remodeling, repairs, and replacement are substantially in and of the same location, size and architectural design. Proposals for remodeling or replacement shall be submitted in advance for review and approval for consistency with the Gorge Legislation by the Forest Service. Also any accessory to existing facilities, such as fences, sheds, wells, utilities, and the like, which are commonly used in the area for such residential and associated domestic uses, must have the prior approval of the Forest Service.

D. Agricultural uses in accordance with good husbandry practices are limited to horse and cattle raising, pasture, cropland, small woodlots, orchards, Christmas tree farms, and groves. Horses and cattle production shall be limited, it being the intent not to engage in intensive feed lot production. Structures accessory to existing facilities, such as fences, sheds and the like, commonly used in the area for agricultural uses will be permitted with the prior approval of the Forest Service.

E. Domestic use of dead, dying or down trees for firewood or other uses on the property. The cutting and disposal of scrub trees, brush, and similar material for aesthetic and landscaping purposes is permitted.



## Part III - General Provisions

A. A general purpose of this easement is to preserve and maintain the regular uses of the property as they existed at the time of this instrument except for rights specifically reserved in Part II. At the time of this instrument the property has one residence, one barn, and several small outbuildings used in conjunction with the farm use, all in the southwest portion of the ownership.

B. For any activity by the Grantor which requires prior approval by the Forest Service, such approval will be at the sole discretion of the authorized Forest Service official. In general, approval will be determined on the basis of whether the proposed activity or improvement is compatible with the conservation of the scenic, cultural, recreational, and natural resources of the Columbia River Gorge National Scenic Area. In making such a determination, the Forest Service shall utilize the same standards of compatibility as are applied to activities on private lands elsewhere within the Special Management Areas of the Columbia River Gorge National Scenic Area. Any activity determined to be incompatible shall be prohibited and shall be construed as a right having been acquired by the United States pursuant to this instrument.

C. The Grantor has an affirmative obligation to make reasonable repairs and maintenance of the Property, and to preserve its existing aesthetics. This obligation includes, but is not limited to, not placing any signs or billboards on the Property (except for sale or rent, no trespassing, or for identifying the owner), and not allowing the accumulation of trash, debris or other unsightly materials. Buildings and grounds will be reasonably maintained in an attractive appearance, and buildings will utilize, to the extent possible, natural, grey or earth-toned colors and nonreflective finishes and materials. Dead or dying trees and shrubs shall be reasonably disposed of or pruned in accordance with good husbandry practices. Grantors' practices existing on the date of this instrument shall be deemed to comply with the requirements of this paragraph. Grantor shall not be required by this instrument to repaint or change colors or finishes on existing structures or buildings, but will confirm with this provision when such activities are undertaken in the future.

D. Public use and entry is not permitted on the Property. However, representatives and agents of the United States are empowered to make reasonable entry upon such land for purposes related to administering this instrument. The Grantor will be given 24 hours advance notice of any entry unto the Property by the agents or assigns of the United States, except for emergency situations where such advance notice as is practical will be given to Grantors. No authorization is granted to the United States for the entry into structures or personal property without the permission of the Grantor, their successors or assigns, except under applicable law.

E. This conveyance to the United States of America is authorized by federal law and is in furtherance of the purposes of Public Law 99-663 (100 Stat. 4274) which created the Columbia River Gorge National Scenic Area. However, any future disestablishment or other modification of the Columbia River Gorge National Scenic Area shall in no way affect the property rights acquired herein by the United States. The acquiring agency of the United States is the Forest Service, United States Department of Agriculture. Any rights acquired by the United States, including those expressly acquired in the name of the Forest Service, are fully assignable to any other entity by the Secretary of Agriculture or by Act of Congress.

F. Nothing in this deed shall prevent the Grantors, their successors and assigns, from selling or mortgaging the property subject to the rights acquired herein by the United States; provided, however, said property shall not be subdivided, or disposed of as smaller tracts.

G. All uses of the property, including those rights reserved in Part II by the Grantor, shall conform with all provisions which are or may be in effect of the Interim Guidelines promulgated by the Forest Service pursuant to section 10 of the Act, Guidelines for Land Use Ordinances issued pursuant to section 8 of the Act, and any zoning ordinances which may apply to this property. In the event that a specific provision of this easement is more restrictive on the use and development of the property than the above referenced Guidelines or ordinances, the provisions of this easement shall prevail.

H. All rights, title, and interests in the property not expressly and specifically reserved by the Grantor shall be deemed to be acquired by the United States, and uses of the property not specifically reserved shall be deemed prohibited.

I. The Grantor and the United States agree that any ambiguities regarding the terms and conditions of this easement shall be resolved in a manner which best effects the overall conservation and public purpose of Public Law 99-663.

J. The United States shall have the right to make surveys, plats, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this instrument. Any such map, plat or other suitable document may be recorded at the discretion of the Forest Service in the land records of the respective county wherein the property is located.

K. The provisions of this easement are enforceable in law or equity by the United States, its successors or assigns.

L. The term "Grantor" or "Grantors" shall apply to the present grantors, their heirs, successors or assigns.

TO HAVE AND TO HOLD, the herein described estate in land and rights unto the United States, its successors or assigns forever. The rights conveyed herein shall run with the land and constitute a perpetual servitude thereon. The Grantors covenant that they and their successors in interest will warrant and defend unto the United States the quiet and peaceable use and enjoyment of this land against all claims and demands.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal on the day and year first above written.

By Norris H. Johnson  
NORRIS H. JOHNSON

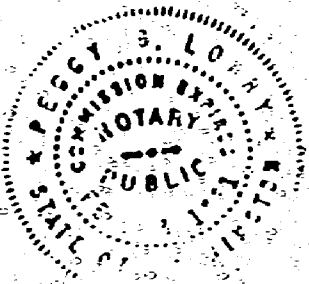
By Carmen S. Johnson  
CARMEN S. JOHNSON

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF *Skamania* ) ss.

On this day personally appeared before me NORRIS H. JOHNSON AND CARMEN S. JOHNSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of September, 1990.



Peggy B. Hawry  
Notary Public in and for the State of  
Washington,  
Residing at Carson My Commission Expires 2/23/91

(Checked as to consideration, acreage, description, and conditions:

Dated this 19<sup>th</sup> day of September 1990.)

Carol A. Bost